

**TRIPARTITE AGREEMENT BETWEEN THE UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO), THE GOVERNMENT OF THE
PEOPLE’S REPUBLIC OF CHINA, AND THE INTERNATIONAL CENTRE FOR HIGHER
EDUCATION INNOVATION IN SHENZHEN, CHINA REGARDING THE RENEWAL OF
SAID CENTRE AS A CATEGORY 2 CENTRE
UNDER THE AUSPICES OF UNESCO**

The United Nations Educational, Scientific and Cultural Organization,

and

The Government of the People’s Republic of China

and

The International Centre for Higher Education Innovation in Shenzhen, China

Having regard to the resolution whereby the UNESCO General Conference (41 C/Resolution 4 relating to 41 C/5 on Major Programme I - Education) seeks to promote international cooperation in respect of higher education,

Recalling Decision [...], by which the Executive Board decided to renew the designation of the International Centre for Higher Education Innovation in Shenzhen, China as a category 2 Centre under the auspices of UNESCO and authorized the Director-General to sign the corresponding Agreement,

Desirous of defining the terms and conditions governing the framework for cooperation between the Government of the People’s Republic of China, the International Centre for Higher Education Innovation in Shenzhen, China, and UNESCO that shall be granted to the said Centre in this Agreement,

HAVE AGREED AS FOLLOWS:

Article 1 Definitions

- a. “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
- b. “Government” refers to the Government of the People’s Republic of China.
- c. “Centre” refers to the International Centre for Higher Education Innovation in Shenzhen, China, as a Category 2 Centre under the auspices of UNESCO, located at the Southern University of Science and Technology (SUSTech) in Shenzhen, China.
- d. “Parties” refers to the United Nations Educational, Scientific and Cultural Organization, the Government of the People’s Republic of China, and the International Centre for Higher Education Innovation in Shenzhen, China.

Article 2 Operation

The Government and the International Centre for Higher Education Innovation in Shenzhen, China shall agree to take any measures that may be required for the continued operation of the International Centre

for Higher Education Innovation in Shenzhen, China as a Category 2 Centre under the auspices of UNESCO, as provided for under this Agreement.

Article 3 Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing collaboration between UNESCO, the Centre and the Government regarding the Centre as a category 2 Centre under the auspices of UNESCO and also the rights and obligations stemming therefrom for the Parties.

Article 4 Legal status

- a. The Centre shall be independent of UNESCO.
- b. The Government and the Centre shall ensure that the Centre enjoys within the territory of the People's Republic of China the autonomy necessary for the execution of its activities and has the legal capacity to:
 - i. contract;
 - ii. institute legal proceedings;
 - iii. acquire and dispose of movable and immovable property.

Article 5 Constitutive Act

The Government and the Centre shall ensure that the Constitutive Act of the Centre include provisions describing precisely:

- a. the legal status granted to the Centre, within the national legal system, the legal capacity necessary to exercise its functions and to receive funds, obtain payments for services rendered, and acquire all means necessary for its functioning;
- b. a governing structure for the Centre allowing UNESCO representation within its Governing Board.

Article 6 Functions and Objectives

The functions of the Centre shall be to:

- a. Serve as a laboratory of ideas in higher education for Asia-Pacific and Africa, and generate innovative proposals and policy advice for the consideration of Member States in these regions;
- b. Strengthen international and regional cooperation in higher education, and foster alliances, intellectual cooperation, knowledge sharing and operational partnerships in Asia-Pacific and Africa; and
- c. Provide relevant advice for policy development and implementation and develop institutional and human capacities for higher education innovation.

The objectives of the Centre shall be to produce knowledge, promote policy dialogue, provide technical assistance and support, capacity building and serve as a platform for information sharing in the Asia and Pacific region and Africa.

Article 7 Governing Board

- a. The Centre shall be guided and overseen by a Governing Board (or comparable body), renewed every three (3) years, and include:
 - i. An expert in the field of higher education in the People's Republic of China appointed by the Governing board;
 - ii. a representative of the Government;
 - iii. a representative of the Director-General of UNESCO;
 - iv. a representative of the Chinese National Commission for UNESCO;
 - v. the Director of the Centre as a non-voting member;
 - vi. a representative of Southern University of Science and Technology (SUSTech);
 - vii. a representative of the International Advisory Committee of the Centre, as indicated in Article 7.e below
 - viii. a representative of a UNESCO Member State in the Asia-Pacific which has sent notification to the Centre, in accordance with Article 12.b below;
 - ix. a representative of a UNESCO Member State in other regions which has sent notification to the Centre in accordance with Article 12.b below.
- b. The Governing Board shall:
 - i. approve the medium-term and long-term programmes of the Centre;
 - ii. approve the annual work plan and budget of the Centre, including the staffing table;
 - iii. examine the annual and evaluation reports submitted by the Director of the Centre, including reports of the Centre's contribution to UNESCO's approved programme and budget (C/5), UNESCO Medium-Term Strategy (C4) and action plans as well as sectoral programme priorities, and develop response strategies for strengthening such contribution;
 - iv. examine the periodic independent audit reports of the financial statements of the Centre and monitor the provision of such accounting records necessary for the preparation of financial statements;
 - v. adopt the rules and regulations and determine the financial, administrative and personnel management procedures for the Centre in accordance with the laws of the country;
 - vi. decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre.
- c. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on

his/her own initiative or at the request of the Director-General of UNESCO or of two-thirds of its members.

d. The Governing Board shall adopt its own rules of procedure.

e. The Governing Board will appoint, to serve on the Governing Board, a Member from the International Advisory Committee, which is composed of 5-7 experts nominated by the Governing Board to provide guidance and support to the Director of the Centre on the Centre's programmes and activities.

Article 8 Contribution by the Government

a. The Government shall provide resources needed, either financial or in kind, for a period of eight (8) years, for the administration and proper functioning of the Centre.

b. The Government undertakes to assume all costs related to the maintenance of the premises, equipment, facilities, utilities and communications, through the Southern University of Science and Technology (SUSTech).

Article 9 Contribution by the International Centre for Higher Education Innovation in Shenzhen, China

The International Centre for Higher Education Innovation in Shenzhen, China shall provide, in cooperation with the Government, all necessary financial resources, as well as the staff necessary, for the performance of its functions as a category 2 Centre.

Article 10 Financial Contribution to UNESCO

With a view to recovering costs incurred by UNESCO in administering, monitoring, reporting and other operational processes vis-à-vis category 2 institutes and centres, the Centre shall make an annual contribution to the corresponding UNESCO Programme Sector equivalent to at least US \$1,000 by 31 December of every year from the entry into force of this agreement.

Article 11 UNESCO's Contribution

a. UNESCO may provide technical assistance, as needed, for the actions of the Centre, in accordance with UNESCO's Approved Programme and Budget (C/5), including global strategies and action plans, as well as sectoral programme priorities by:

- i. providing the assistance of its experts in the specialized fields of the Centre;
- ii. engaging in temporary staff exchanges when appropriate, whereby the staff concerned will remain on the payroll of the dispatching organizations; and
- iii. seconding members of its staff temporarily, as may be decided by the Director-General on an exceptional basis if justified by the implementation of a joint activity or project within a strategic programme priority area.

b. In all the cases listed above, such assistance shall not be undertaken except within the provisions of UNESCO's Programme and Budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 12 Participation

- a. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.
- b. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities and to be represented on the Governing Board as a member, as provided for under this Agreement, shall send to the Centre notification to this effect. The director shall inform the Parties to the Agreement and other participating Member States of the receipt of such notifications.

Article 13 Responsibility

As the Centre is legally separated from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall also not be subject to any legal process, and/or bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 14 Evaluation

- a. UNESCO may, at any time, carry out an evaluation of the activities of the Centre to be funded by the Centre or the Member State concerned in order to ascertain whether:
 - i. the Centre makes a significant contribution to UNESCO's prevailing Approved Programme and Budget (C/5) at the time at which it was renewed, including global strategies and action plans as well as sectoral programme priorities;
 - ii. the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.
- b. UNESCO shall, for the purpose of the renewal of this Agreement, conduct an evaluation of the contribution of the Centre to UNESCO's prevailing Approved Programme and Budget (C/5) at the time in which it was renewed, including global strategies and action plans, as well as sectoral programme priorities. This evaluation, managed by UNESCO, shall be financed entirely by the Government and the International Centre for Higher Education Innovation in Shenzhen, China.
- c. UNESCO undertakes to submit the conclusions of the renewal evaluation to the Centre and the Government and to make available the renewal evaluation report on the relevant Programme Sectors' website.
- d. Following the conclusions of a renewal evaluation, each of the Parties shall have the option of requesting a revision of the contents of the Agreement or of terminating the Agreement, as envisaged in Articles 18 and 19.

Article 15 Use of UNESCO's name and logo

- a. The Centre may mention its affiliation with UNESCO. It may therefore use after its title the mention "under the auspices of UNESCO".
- b. The Centre is authorized to use the UNESCO logo or a version thereof on its letterheaded paper and documents including electronic documents and websites in accordance with the conditions established by the governing bodies of UNESCO.
- c. Use of UNESCO's name and logo including in the name, on letterheaded paper and documents, including electronic documents and websites of the International Centre for Higher Education

Innovation in Shenzhen, China are strictly prohibited in the absence of a valid agreement with UNESCO.

Article 16 Entry into force

This Agreement shall enter into force upon its signature by the Parties.

Article 17 Duration

This Agreement is concluded for a period of eight (8) years as from its entry into force. The Agreement shall be renewed or terminated on the basis of a decision by the Executive Board following a recommendation of the Director-General.

Article 18 Termination

- a. Each of the Parties shall be entitled to terminate this Agreement unilaterally.
- b. The Agreement shall be terminated after thirty (30) days following receipt of the notification sent by one of the Parties to the others.

Article 19 Revision

This Agreement may be revised by written consent between the Government, the International Centre for Higher Education Innovation in Shenzhen, China, and UNESCO, further to, and taking into account the recommendations of a renewal evaluation.

Article 20 Settlement of disputes

Any dispute arising from this Agreement shall be settled amicably by the Parties. In the absence of an amicable settlement, the dispute shall be referred to arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

Article 21 Privileges and immunities

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement,

DONE in three (3) copies in two (2) languages of English and Chinese, on ____ [DAY] ____ [MONTH] ____ [YEAR], in/at _____ [PLACE].

Both texts are equally valid.

.....
For the United Nations
Educational, Scientific and
Cultural Organization

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For the Government of the
People's Republic of China

.....
For the International Centre for
Higher Education Innovation in
Shenzhen, China